502794881 05/05/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2841476

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SERRA SERVICES (PROPRIETARY) LIMITED	12/20/2013

RECEIVING PARTY DATA

Name:	SERRA MANUFACTURING (PTY) LIMITED	
Street Address:	10 PROLECON ROAD, PROLECAN	
City:	JOHANNESBURG	
State/Country:	SOUTH AFRICA	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29436540

CORRESPONDENCE DATA

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Correspondent Name: SCHWEGMAN, LUNDBERG & WOESSNER, P.A.

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ATTORNEY DOCKET NUMBER:	1033.017US1	
NAME OF SUBMITTER:	MICHELLE A. VOTH	
SIGNATURE:	/ Michelle A. Voth /	
DATE SIGNED:	05/05/2014	

Total Attachments: 5

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PATENT 502794881 REEL: 032819 FRAME: 0202

RECORDATION FORM COVER SHEET PATENTS ONLY

Atty Ref/Docket No.: 1033.017US1 Patent and Trademark Office To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: SERRA MANUFACTURING (PTY) LIMITED Serra Services (Proprietary) Limited Street Address: 10 Prolecon Road, Prolecan Additional name(s) of conveying party(ies) attached? City: Johannesburg Country: South Africa []Yes [X]No Additional name(s) & address(es) attached? []Yes [X]No 3. Nature of conveyance: [X] Assignment Merger [] Security Agreement [] Change of Name [] Other Execution Date: December 20, 2013 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) Serial No. 29/436,540 Additional numbers attached? []Yes [X]No 6. Total number of applications and patents involved: 1 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41):\$ 0.00 Name: Piers A. Blewett [[Enclosed] [Authorized to be charged to deposit account 19-Address: 0743 Schwegman, Lundberg & Woessner, P.A. P.O. Box 2938 Please charge any additional fees or credit any over Minneapolis, MN 55402--0938 payments to our Deposit Account No.: 19-0743 DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Piers A. Blewett/Reg. No. 68.464 Name of Person Signing Total number of pages including cover sheet: 5 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Mail Stop Assignment Recordation Services P.O. Box 1450

Alexandria, VA 22313-1450

EXHIBIT III

DEED OF TRANSFER AND ASSIGNMENT

IN RESPECT OF DESIGNS, PATENTS AND TRADE MARKS
made and entered into between

SERRA SERVICES (PTY) LIMITED

Company Registration No. 94/04872/07

("Serra Services" or "the Assignor")

AND

SERRA MANUFACTURING (PTY) LIMITED

Company Registration No. 2000/020594/07

("Serra Manufacturing" or "the Assignee")

whereby it is agreed as follows:

1. RECORDALS

1.1 The parties are associated companies by virtue of the fact that their issued shares are identically held by the same parties, in the same proportions, who in turn constitute the directors of each company.



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1.2 The parties together conduct a business in the supply and manufacture

of the washroom products detailed in the Serra® Product Catalogue

Annexure A hereto.

1.3 Serra Manufacturing (the Assignee) manufactures each of the products

detailed in the said Annexure A which bear the note "Local" against it,

and in the case of the products which bear the note "50/50 Local and

Import" against it, similarly manufactures the product using both local

and imported components.

1.4 The aforesaid manufacture is carried out by Serra Manufacturing using

tooling, some of which is presently recorded in its own asset registers,

and some of which are recorded in the asset registers of Serra Services.

1.5 The products referred to in paragraph 1.2 and in Annexure A hereto,

and the tooling referred to in paragraph 4 were devised and created by

or under the direct supervision and instruction of Albert Thomaz in his

capacity as Managing Director of both Serra Manufacturing and Serra

Services, and rights in designs and inventions in respect of certain of the

said products, or aspects of them were registered in the name of Serra

Services under the registered designs and patents respectively listed in

Annexures B and C hereto.

1.6 The parties use certain trade marks in respect of the products detailed in

Annexure A, which they respectively manufacture and deal in, or in the

case of Serra Services, services which it supplies in connection with

such products. The trade marks, details of which are set out in

Annexure D hereto, are registered in the name of Serra Services.

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The right, title and interest of Serra Services in the tooling in its name referred to in paragraph 4, and in the copyright in drawings and works of artistic craftsmanship in respect of the said products and tooling therefor, is being transferred, ceded and assigned to Serra Manufacturing simultaneously herewith under separate deeds. The parties have likewise agreed to the transfer of Serra Services' rights in and to the designs, patents and trade marks listed in **Annexures B, C** and **D** hereto, to Serra Manufacturing.

2. TRANSFER AND ASSIGNMENT

- 2.1 Serra Services hereby transfers, cedes and assigns to Serra Manufacturing all its right, title and interest in the designs, patents and trade marks registered in its name as set out in the schedules of design, patent and trade mark registrations **Annexures B, C** and **D** hereto.
- 2.2 The effective date of the said transfer, cession and assignment is 1
 March 2013.



THUS DONE AND SIGNED THIS 20 DAY OF DECEMBER 2013.

SERRA SERVIĆES (PTY) LIMITED

By: Albert Tomaz

In his capacity as Managing Director

SERRA MANUFACTURING (PTY) LIMITED

By: Albert Tomaz

RECORDED: 05/05/2014

In his capacity as Managing Director